

Remarks

Claims 2, 4, 5, 7, 10, 11, and 19-24 are currently pending and stand rejected. Claims 20 and 23 have been amended. Applicants assert that the claims are now in condition for allowance as set forth more fully below.

Interview Summary

The undersigned participated in a telephone interview with the Examiner on January 19, 2005. During the interview, deficiencies in the Pruett reference relative to subject matter of the present invention were discussed. Namely, it was discussed how Pruett fails to disclose that costs associated with a technician going to a first location of a customer to diagnose a problem where the technician discovers that the cause of the problem is somewhere else is billed not to the customer of the first location, but instead to a different entity who is responsible for the cause of the problem. It was discussed that conventionally, the service provider who dispatched the technician would absorb the costs incurred at the customer location because the customer was not at fault and there was no association of the costs accrued at the customer location to the entity who was responsible for the cause of the problem located elsewhere. It was discussed that while Pruett discussed the dispatch of technicians to customer locations and the general practice of billing costs for visiting customer locations to the customer, Pruett does not contemplate the situation noted above whereby the technician visits a customer location to determine that a cause of the malfunction is somewhere else. Furthermore, Pruett does not contemplate that should that situation occur, then the costs for the diagnosis at the customer location is billed to the entity who is not the customer but who is responsible for the cause of malfunction.

103 Rejections

Claims 2, 4, 5, 7, 11, and 19-24 stand rejected under 35 USC 102(b) as being anticipated by Pruett. It is stated that Pruett discloses all of the elements. Applicants respectfully traverse these rejections.

Amended claim 20 recites receiving, via a communications network, information sent by the technician upon diagnosing a malfunction at a first subscriber location,

wherein the information is provided in an electronic format and identifies a cause of the malfunction underlying one of the reports of malfunctions sent from a vicinity of the first subscriber location and wherein the cause is at a location other than the first subscriber location. Claim 1 further recites identifying, by the company, an entity other than a first subscriber of the first subscriber location that is responsible for the cause, and utilizing the information, by the billing division, to generate a bill to the entity other than the first subscriber that includes costs incurred at least for diagnosing the malfunction at the first subscriber location.

Thus, claim 20 is directed to the situation where the technician visits the first subscriber location to find that the cause of the malfunction is somewhere else, the entity other than the first subscriber who caused the problem somewhere else is identified, and that entity is then billed for the costs associated with the technician having visited the first subscriber location.

Pruett fails to disclose such recitations. Instead, Pruett discloses that technicians are dispatched to customer locations and that costs (time and material in Pruett) are then sent to a billing function to bill the customer, see col. 43, lines 50-62. Pruett fails to discuss the situation of where a technician visits a customer location only to find that the cause is somewhere else. Furthermore, Pruett fails to discuss that an entity, other than the customer, that is responsible for the cause is identified and that the costs associated with the technician's visit to the customer site is then billed to that entity. Hindsight based on a reading of the present application must be avoided when determining what billing steps are taken by the general billing function of Pruett.

Furthermore, should the Examiner consider taking Official Notice that billing the entity other than the customer for the costs associated with the visit to the customer location is well-known, Applicants hereby request that the Examiner provide a reference to support that position. As noted above, Applicants assert that conventionally, the visit to the customer's location was absorbed by the service provider as a loss rather than associating those costs with the entity who created the cause of the malfunction at some other location so that this entity is billed for those costs. Any argument to the contrary must be supported by a valid reference.

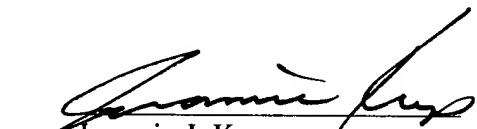
Accordingly, Applicants assert that Pruett fails to disclose all of the recitations of claim 20 and that claim 20 is allowable over Pruett for at least these reasons. Furthermore, Applicants assert that claim 23 includes recitations similar to those of claim 20 such that claim 23 is also allowable over Pruett for at least the same reasons. Dependent claims 2, 4, 5, 7, 10, 11, 19, 21, 22, and 24 depend from allowable base claims and are also allowable for at least the same reasons.

Conclusion

Applicants assert that the application including claims 2, 4, 5, 7, 10, 11, and 19-24 is now in condition for allowance. Applicants request reconsideration in view of the amendments and remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees are believed due. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,



Jeramie J. Keys
Reg. No. 42,724

Date: January 26, 2005

Withers & Keys, LLC
P.O. Box 71355
Marietta, Ga 30007-1355
(404) 849.2093